


|  |      |   |  |  |   |  |  |  |         |                               |  |
|--|------|---|--|--|---|--|--|--|---------|-------------------------------|--|
|  |      |   |  | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  |   | RATING<br><b>DO-A3</b>   |  | PAGE OF PAGES<br><b>1   89</b>   |         |                               |  |
| 2. CONTRACT NO.<br>N00024-16-D-4408  |      | 3. SOLICITATION NO.<br>N00024-15-R-4405 |  | 4. TYPE OF SOLICITATION<br>[ ] SEALED BID (IFB)<br>[X] NEGOTIATED (RFP)  |   | 5. DATE ISSUED<br><b>09 Jun 2015</b>   |  | 6. REQUISITION/PURCHASE NO.<br>N0002415NR9001  |         |                               |  |
| 7. ISSUED BY<br>NAVAL SEA SYSTEMS COMMAND<br>1333 ISAAC HULL AVE SE<br>WASHINGTON NAVY YARD DC 20376-2030<br><br>TEL:<br>FAX:  |      |   |  | CODE   |   | 8. ADDRESS OFFER TO (If other than Item 7)<br>NAVAL SEA SYSTEMS COMMAND (HQ)<br>1333 ISAAC HULL AVE SE<br>WASHINGTON NAVY YARD DC 20376-2030<br><br>TEL:<br>FAX: |  |  |         |                               |  |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".   |      |   |  |  |   |  |  |  |         |                               |  |
| <b>SOLICITATION</b>  |      |   |  |  |   |  |  |  |         |                               |  |
| 9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ (See Schedule) until <b>04:00 PM</b> local time <b>06 Jan 2016</b><br>(Hour) (Date)  |      |   |  |  |   |  |  |  |         |                               |  |
| CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.  |      |   |  |  |   |  |  |  |         |                               |  |
| 10. FOR INFORMATION CALL:  |      | A. NAME<br>GERALD T ROBERTSON           |  | B. TELEPHONE (Include area code) (NO COLLECT CALLS)<br>202-781-3307  |   | C. E-MAIL ADDRESS<br>gerald.t.robertson@navy.mil   |  |  |         |                               |  |
| <b>11. TABLE OF CONTENTS</b>   |      |   |  |  |   |  |  |  |         |                               |  |
| (X)  | SEC. | DESCRIPTION                             |  | PAGE(S)  | (X)   | SEC.   | DESCRIPTION  |  | PAGE(S) |                               |  |
| <b>PART I - THE SCHEDULE</b>   |      |   |  |  | <b>PART II - CONTRACT CLAUSES</b>                                   |  |  |  |         |                               |  |
| X  | A    | SOLICITATION/ CONTRACT FORM             |  | 1  | X   | I  | CONTRACT CLAUSES   |  | 66 - 88 |                               |  |
| X  | B    | SUPPLIES OR SERVICES AND PRICES/ COSTS  |  | 2 - 17   | <b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b> |  |  |  |         |                               |  |
| X  | C    | DESCRIPTION/ SPECS/ WORK STATEMENT      |  | 18 - 39  | X   | J  | LIST OF ATTACHMENTS  |  | 89      |                               |  |
| X  | D    | PACKAGING AND MARKING                   |  | 40 - 42  | <b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>                   |  |  |  |         |                               |  |
| X  | E    | INSPECTION AND ACCEPTANCE               |  | 43 - 47  |   | K  | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS |  |         |                               |  |
| X  | F    | DELIVERIES OR PERFORMANCE               |  | 48 - 50  |   | L  | INSTRS., CONDS., AND NOTICES TO OFFERORS                         |  |         |                               |  |
| X  | G    | CONTRACT ADMINISTRATION DATA            |  | 51 - 56  |   | M  | EVALUATION FACTORS FOR AWARD                                     |  |         |                               |  |
| X  | H    | SPECIAL CONTRACT REQUIREMENTS           |  | 57 - 65  |   |  |  |  |         |                               |  |
| <b>OFFER (Must be fully completed by offeror)</b>  |      |   |  |  |   |  |  |  |         |                               |  |
| NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.  |      |   |  |  |   |  |  |  |         |                               |  |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. |      |   |  |  |   |  |  |  |         |                               |  |
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)   |      |   |  |  |   |  |  |  |         |                               |  |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):   |      |   |  | AMENDMENT NO.  |   | DATE   |  | AMENDMENT NO.  |         | DATE                          |  |
|  |      |   |  |  |   |  |  |  |         |                               |  |
|  |      |   |  |  |   |  |  |  |         |                               |  |
| 15A. NAME AND ADDRESS OF OFFEROR   |      | CODE                                    |  | 19468  |   | FACILITY   |  | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)<br><br>KENNETH D NEWMAN / EXECUTIVE VICE PRESIDENT                                   |         |                               |  |
| METRO MACHINE CORP<br>KENNETH D NEWMAN<br>200 LIGON ST<br>NORFOLK VA 23523-1000  |      |   |  |  |   |  |  |  |         |                               |  |
| 15B. TELEPHONE NO (Include area code)<br>757 543-6801 X 425  |      |   |  | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.<br><input type="checkbox"/> |   |  |  | 17. SIGNATURE  |         | 18. OFFER DATE                |  |
| <b>AWARD (To be completed by Government)</b>   |      |   |  |  |   |  |  |  |         |                               |  |
| 19. ACCEPTED AS TO ITEMS NUMBERED  |      |   |  | 20. AMOUNT<br>\$270,632,793.00   |   |  |  | 21. ACCOUNTING AND APPROPRIATION   |         |                               |  |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br><input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)  |      |   |  |  |   |  |  | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)   |         |                               |  |
| 24. ADMINISTERED BY (If other than Item 7)<br>MID-ATLANTIC REGIONAL MAINTENANCE CENTER<br>CODE 400,<br>9727 AVIONICS LOOP,<br>NAVAL STATION NORFOLK<br>NORFOLK VA 23511-2124   |      |   |  | CODE   |   |  |  | 25. PAYMENT WILL BE MADE BY<br>INDIVIDUAL ORDERS<br>TO BE CITED ON INDIVIDUAL ORDERS<br>AA   |         |                               |  |
| 26. NAME OF CONTRACTING OFFICER (Type or print)<br>BRIAN H KIMM<br>TEL: 202-781-3027 EMAIL: brian.kimm@navy.mil  |      |   |  |  |   |  |  | 27. UNITED STATES OF AMERICA<br><br>(Signature of Contracting Officer) |         | 28. AWARD DATE<br>17-Feb-2016 |  |
| IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.   |      |   |  |  |   |  |  |  |         |                               |  |

Previous Edition is Unusable

33-134

STANDARD FORM 33 (REV. 9-97)  
Prescribed by GSA  
FAR (48 CFR) 53.214(c)

US000001

## Section C - Descriptions and Specifications

## STATEMENT OF WORK

## 1.0 PURPOSE

The U.S. Navy must maintain and modernize its ships to meet current and future operational requirements. To that end, the Government intends to utilize this supply contract for the repair, maintenance and modernization requirements of non-nuclear US Navy surface ships homeported and visiting the Norfolk, VA homeport. Accordingly, the place of performance is the Norfolk, VA port where the Mid-Atlantic Regional Maintenance Center (MARMC) will administer the contract.

Unless specified otherwise in a delivery order (DO) request for proposal (RFP), all work will be performed at the Indefinite Delivery Indefinite Quantity Multiple Award Contract holder's facility.

## 1.1 DESCRIPTION

This Indefinite Delivery Indefinite Quantity Multiple Award Contract (IDIQ- MAC) vehicle for Surface Combatant (CG and DDG) class ships shall encompass complex emergent, scheduled, continuous maintenance, modernization, and repair requirements in the following primary categories:

- Docking & Non-Docking Chief of Naval Operations (CNO) scheduled availabilities.
- Continuous Maintenance (CM) and Emergent Maintenance (EM) ship availabilities that include work on shipboard critical systems, which are described in greater detail in paragraph 1.5 of this statement of work (SOW).

Although not anticipated to account for a substantial portion of the IDIQ-MAC, non-complex requirements may also be procured when doing so is in the best interest of the Government.

## 1.2 GENERAL SCOPE OF SHIP REPAIR AND OVERHAUL

The Contractor, under the direction of the Mid-Atlantic Regional Maintenance Center (MARMC) but as an independent Contractor and not as an agent of the Government, shall furnish the material, support (electrical, crane, rigging, etc.) and facilities necessary for the accomplishment of the work identified in each DO. Typical ship repair efforts include management, planning, engineering, quality control, shipboard/off ship production (including welding; marine pipefitting; ship fitting; blasting; painting; sheet metal forming; shaping; cutting and stamping; electrical/electronic repairs and modernization; electrical/electronic alteration; pump/motor and ship's mechanical systems repair; tank cleaning; rigging; and temporary scaffolding removal/installation) and component/system testing and trials.

The successful IDIQ-MAC holder will be responsible for all work required under a DO; regardless of whether specific work items are performed with in-house resources or are subcontracted. The Prime Contractor(s) are responsible for all contracted and sub-contracted labor, management, supervision, coordination, quality control, quality assurance, quality management, safety management, environmental management, material, equipment, and transportation necessary to perform the requirements of each ship maintenance, modernization and repair DOs. The Prime Contractor(s) shall ensure adequate resources are dedicated to comply with the standards, guidelines and procedures as stated to satisfy the requirements of DOs.

In performing this contract, as tasked in individual DOs, the Prime Contractor(s) shall:

- Provide all required facilities and supporting services and equipment (except those furnished by the Government under express provisions of this contract or DO) in the Norfolk, VA homeport.
- Provide an established management organization geared toward ship repair at all levels of size, value and complexity, with clear lines of authority, delegation of responsibility and mid-level managerial positions, capable of managing production, quality assurance, material procurement/control and subcontractor control and developing and integrating planning, estimating and scheduling functions.
- Complete, control, integrate, schedule, and progress a diverse set of ship repair capabilities.

- Provide engineering and design support to diagnose and evaluate technical problems and issues and to make competent technical recommendations.
- Procure and control material. This includes purchasing, monitoring, receiving, inspecting, segregating, issuing, determining nonconformance, and disposing of material. This also includes providing an inventory system for both Government Furnished Material and Contractor Furnished Material, including ordering, tagging and warehousing of material. All materials selected for installation must meet the specified standard military performance specifications, Federal performance standards, and may require to be listed on a Qualified Products List (QPL) for shipboard installations to ensure meeting the designated/engineered requirements for boundary locations, fire insulating/fire retardant properties, durability requirements, and for the reduction of toxic compounds produced/released should the material be ignited or installed in a confined space.
- Provide a quality control organization meeting ISO 9000 series standards.
- Perform Non-Destructive Testing.
- Provide Qualified Welding.
- Manage subcontractors, including selecting, scheduling, managing, monitoring and controlling of subcontractors.
- Manage all Safety/Security, including performing safety training, provide required first aid/medical services, performing fire protection/procedures, and providing physical yard security.
- Control Hazardous Material/Waste. Satisfy all legal requirements for removal, storage and disposal of hazardous waste. This includes providing segregated storage of Hazardous Material, obtaining all required State/Federal agency issued hazardous waste generator numbers and disposal documentation.
- NAVSEA SI 009-106; The Work Authorization Form Coordinator (WAFCOR) shall be responsible for the work authorization control process for all Repair Activity (RA) work being performed during the contract performance period. The WAFCOR shall receive, process, compare, and coordinate all Work Authorization Forms (WAFs) and Technical Work Documents (TWDs) submitted by RAs in accordance with the requirements of Volume IV, Chapter 10, of the Joint Fleet Maintenance Manual.

### 1.3 DELIVERY ORDER REQUIREMENTS

DOs may provide more detailed requirements than those provided in the basic contract award. If a DO does not provide a specific requirement, the terms and conditions of the basic contract shall apply. Each DO RFP will include technical documents such as work specifications, standards, drawings, publications or other documents and statements of work to allow IDIQ-MAC holders to prepare proposals.

Whenever specifications, standards, drawings, publications or other documents are cited without issue number, revision, date or amendment number identified, the revision, date or amendment in effect as of the date of the DO shall apply. Wherever specific issue number, revision, date or amendment number for specifications, standards and publications are specified, the issue specified shall apply.

In the execution of this contract, specific references for individual items and associated referenced technical documentation shall be identified in each DO. These references may include, but are not limited to, the following documents:

1. General Specifications for Overhaul of Surface Ships (GSO)
2. General Specifications for Overhaul with the AEGIS Addendum (GSO SUPPL)
3. Military Standards and Military Performance Specifications
4. Technical Manuals
5. Naval Operations (OPNAV) Instructions
6. Commercial and Industry Standards
7. Government Standards, Technical Drawings and Documentation
8. Joint Fleet Maintenance Manual (JFMM)

The Contractor shall comply with all NAVSEA STANDARD ITEMS to be specified in each DO as follows:

- All Category I Standard Items shall be invoked in every DO at a minimum without further reference.

of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

| Material                    | Identification No. |
|-----------------------------|--------------------|
| (If none,<br>insert "None") |                    |

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(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(2) The Contractor shall not conduct dock and sea trials not specified in the job order without advance approval of the Contracting Officer. Dock and sea trials not specified in the job order shall be at the Contractor's expense and risk.

(3) The Contractor shall provide and install all fittings and appliances necessary for dock and sea trials. The Contractor shall be responsible for care, installation, and removal of instruments and apparatus furnished by the Government for use in the trials.

(End of clause)

252.217-7012 LIABILITY AND INSURANCE (AUG 2003)

(a) The Contractor shall exercise its best efforts to prevent accidents, injury, or damage to all employees, persons, and property, in and about the work, and to the vessel or part of the vessel upon which work is done.

(b) Loss or damage to the vessel, materials, or equipment.

(1) Unless otherwise directed or approved in writing by the Contracting Officer, the Contractor shall not carry insurance against any form of loss or damage to the vessel(s) or to the materials or equipment to which the Government has title or which have been furnished by the Government for installation by the Contractor. The Government assumes the risks of loss of and damage to that property.

(2) The Government does not assume any risk with respect to loss or damage compensated for by insurance or otherwise or resulting from risks with respect to which the Contractor has failed to maintain insurance, if available, as required or approved by the Contracting Officer.

(3) The Government does not assume risk of and will not pay for any costs of the following:

(i) Inspection, repair, replacement, or renewal of any defects in the vessel(s) or material and equipment due to --

(A) Defective workmanship performed by the Contractor or its subcontractors;

(B) Defective materials or equipment furnished by the Contractor or its subcontracts; or

(C) Workmanship, materials, or equipment which do not conform to the requirements of the contract, whether or not the defect is latent or whether or not the nonconformance is the result of negligence.

(ii) Loss, damage, liability, or expense caused by, resulting from, or incurred as a consequence of any delay or disruption, willful misconduct or lack of good faith by the Contractor or any of its representatives that have supervision or direction of --

(A) All or substantially all of the Contractor's business; or

(B) All or substantially all of the Contractor's operation at any one plant.

(4) As to any risk that is assumed by the Government, the Government shall be subrogated to any claim, demand or cause of action against third parties that exists in favor of the Contractor. If required by the Contracting Officer, the Contractor shall execute a formal assignment or transfer of the claim, demand, or cause of action.

(5) No party other than the Contractor shall have any right to proceed directly against the Government or join the Government as a co-defendant in any action.